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\$27.00  
\$2,975.00

Prepared by and return to:  
Chester Clem, Esquire  
Chester Clem, P.A.  
2145 15th Avenue  
Vero Beach, FL 32960-3435  
772-978-7676  
File Number: Wurmstedt  
Will Call No.: 53

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Warranty Deed

This Warranty Deed made this 13th day of July, 2012 between Mary W. Helweg-Campbell, a married woman, joined by her husband, Charles C. Wurmstedt whose post office address is 141 Silver Moss Drive, Vero Beach, FL 32963-3317, grantor, and Mark M. Anderson and Susan M. Monagle, husband and wife whose post office address is 20 Stoney Ridge Lane, Riverside, CT 06878-2022, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Indian River County, Florida to-wit:

That portion of Lots 36 and 37, John's Island, Plat 1, according to the Plat thereof, as recorded in Plat Book 8, Pages 8, 8a, 8b and 8c, of the Public Records of Indian River County, Florida, more particularly described as follows:

A. Parcel "105":

Beginning at the Southeast corner of said Lot 36 and running thence on the Southerly lot line, South 75°31'04" West, 150.00 feet to the Southwest corner of Lot 36; thence on the West lot line, run North 14°28'56" West, 70.00 feet; thence run North 75°31'04" East, 57.00 feet; thence run South 14°28'56" East 20.00 feet; thence run North 75°31'04" East, 93.00 feet to an intersection with the East lot line; thence run South 14°28'56" East, 50.00 feet to the Point of Beginning.

Subject to the common easement hereinafter described as Parcel B: As to the part of the above described Parcel "105", lying within the following described Parcel B, and as to the area within the following described common easement area not lying within the property above described as Parcel "105", the common easement hereinafter described as Parcel B is granted upon conveyance. The common easement area in all that part of Lots 36 and 37 as shown on the Plat of John's Island, Plat 1, according to the Plat thereof, as recorded in Plat Book 8, Pages 8A, 8B and 8C, of the Public Records of Indian River County, Florida, and described as follows:

B. Parcel B:

A common easement described as beginning at the Southeast corner of said Lot 36 and running thence North 14°28'56" West on the East lot line a distance of 50.00 feet; thence run South 75°31'04" West a distance of 93.00 feet; thence run South 14°28'56" East a distance of 50.00 feet to an intersection with the South line of Lot 36, which Point of Intersection bears South 75°31'04" West a distance of 93.00 feet from the said Southeast corner of Lot 36; thence continuing South 14°28'56", East a distance of 50.00 feet; thence run North 75°31'04" East a distance of 93.00 feet to an intersection with the East lot line of said Lot 37; thence run North 14°28'56" West, 50.00 feet to the Point of Beginning.

The common easement described as Parcel B above is for the sole and exclusive purpose of furnishing utilities, police, fire, garbage and other public or private services, right of way for ingress and egress and vehicle parking for the use and benefit of the present and future owners of any part of either of said Lots 36 and 37, their heirs, successors and assigns forever and their tenants, servants, visitors and licenses in common with all others having a right.

Parcel Identification Number: 32-40-18-00001-0000-00036/1

Subject to taxes for 2012 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

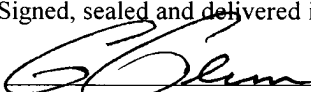
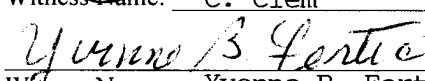
Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

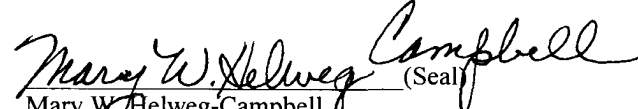
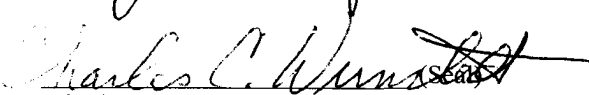
To Have and to Hold, the same in fee simple forever.

**And** the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2011**.

**In Witness Whereof**, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

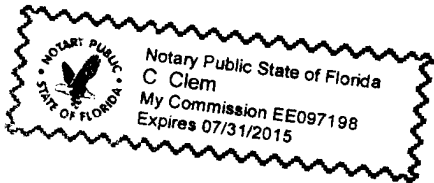
  
Witness Name: C. Clem  
  
Witness Name: Yvonne B. Fertic  
As To Both Parties

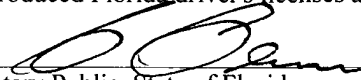
  
Mary W. Helweg-Campbell (Seal)  
  
Charles C. Wurmstedt

State of Florida  
County of Indian River

The foregoing instrument was acknowledged before me this 13th day of July, 2012 by Mary W. Helweg-Campbell and Charles C. Wurmstedt, who ☒ are personally known or ☐ have produced Florida driver's licenses as identification.

[Notary Seal]



  
Notary Public, State of Florida  
Printed Name: C. Clem  
My Commission Expires: July 31, 2015

**WAIVER OF RIGHT OF FIRST REFUSAL**

BE IT HEREBY KNOW, that JOHN'S ISLAND PROPERTY OWNERS ASSOCIATION, a non-profit corporation, existing under the laws of the State of Florida, hereby and herewith waives and relinquishes its right of first refusal to purchase the following described property presently owned by:

Mary W. Helweg-Cambell (Mrs. Charles Wurmstedt)

Which is being sold by said owner to:

Mark M. Anderson and Susan M. Monagle

(Property) SMC - 121 - 143 Silver Moss Drive

This Waiver is for the sole purpose of waiving and relinquishing the aforementioned Association's right of first refusal in connection with the above mentioned proposed transaction and is not a waiver or relinquishment of its right of first refusal to purchase the above described property should anyone other than the above named proposed purchaser take title to the same or upon the subsequent sale of the property by its proposed purchaser.

IN WITNESS WHEREOF, JOHN'S ISLAND PROPERTY OWNERS ASSOCIATION, INC. has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its property officers thereunto duly authorized this 12 day of April, 2012.

JOHN'S ISLAND PROPERTY OWNERS ASSOCIATION, INC.

BY: [Signature]  
President

ATTEST: James L. Moller  
Asst Secretary

(CORPORATE SEAL)

STATE OF FLORIDA  
COUNTY OF INDIAN RIVER

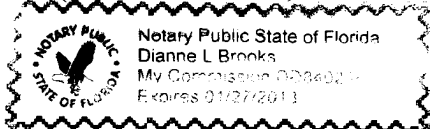
I HEREBY CERTIFY that on this date, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Dean P. Rhyers, and

James L. Moller  
Personally known by me to be the ( ) President and (Asst) Secretary, respectively, of the corporation named in the foregoing instrument, and that they severally acknowledged executing the same freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed there to is the true corporate seal of said corporation.

WITNESS my hand and official seal in the State and county aforesaid this

12 day of April, 2012.

(NOTARY SEAL)



Dianne L. Brooks  
Notary Public, State of Florida at Large  
My Commission expires:

Jan 27, 2013